

INTER-DISTRICT TEACHER SHARING AGREEMENT

This Agreement is entered into this 22 day of May by and between the BOARD OF EDUCATION OF LEMONT TOWNSHIP HIGH SCHOOL DISTRICT 210, Cook and DuPage Counties, Illinois (hereinafter referred to as "the District 210 Board"), the BOARD OF EDUCATION OF LEMONT-BROMBEREK COMBINED SCHOOL DISTRICT 113A, Cook and DuPage Counties, Illinois (hereinafter referred to as "the District 113A Board") (hereinafter collectively referred to as "the Parties").

WITNESSETH

WHEREAS, the District 210 Board is authorized to direct the placement and teaching assignment of teachers employed by Lemont High School District 210 (hereinafter "District 210"); and

WHEREAS, the District 210 Board has agreed to offer for the past several years one or two high school level math classes to eighth-grade students attending Lemont-Bromberek Combined School District 113A (hereinafter "District 113A"); and

WHEREAS, the District 113A Board desires to have the District 210 Board offer two sections of a high school math class, Math 1 Honors, to District 113A eighth-grade students; and

WHEREAS, the District 113A Board has agreed to reimburse District 210 for the personnel costs, calculated at an hourly rate, of the District 210 teacher/s who would teach the Math 1 Honors class/es; and

WHEREAS, the District 210 Board, in consideration of District 113A Board's payment of applicable personnel costs, has agreed to have one (1) or more of its teachers (hereinafter collectively referred to as the "Teacher") teach the Math 1 Honors class to District 113A eighth-grade students under the following terms and conditions; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 221/1 *et seq.*).

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree to the following terms and conditions:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Term of Agreement.** This Agreement shall be effective for the 2024-2025 school year only, but the Agreement may be renewed from year to year if District 113A makes a

written request for renewal of the Agreement on or before January 1st of each year and Parties mutually agree to such renewal in writing.

3. **Academic Program.** The academic program jointly offered by District 113A and District 210 (hereinafter referred to as the "Program") shall consist of the following:
 - a. **Math 1 Honors Course.** The Math 1 Honors course will be taught by a qualified District 210 teacher to eighth-grade students.
 - b. **Course Location and Schedule.** The Math 1 Honors course (hereinafter referred to as "the Course") shall meet at Lemont High School in District 210 from 1:10 p.m. to 2:37 p.m. in accord with the B Day schedule for District 210 for the 2024-2025 school year.
 - c. **Course Calendar.** The Course/s shall follow the District 210 school calendar. District 113A will be solely responsible for the placement of Program students on days when the Program does not meet and on days when District 113A is in session, but District 210 is not.
 - d. **Transportation.** District 113A shall be solely responsible for transporting its students to Lemont High School for the start of class, including any and all cost incurred in such transportation. If District 210's bus route system can accommodate transporting District 113A students to a stop near their home at the end of the day on days that they meet at Lemont High School without any additional cost, students in the Program may ride on the appropriate District 210 bus. All school rules regarding bus transportation are enforced including the requirement of living one and ½ miles from campus to be eligible to ride the bus. District 113A students and their parents will sign a transportation consent form. If District 210 cannot provide transportation at the end of the class, the parents of District 113A students enrolled in the class will be responsible for transportation for their children.
 - e. **Indemnification.** District 113A shall indemnify, defend and hold harmless District 210, its board of education, board members individually, administrators, employees, agents, representatives, and volunteers, and their successors and assigns, and each of them (collectively "Indemnitees") from any and all claims, demands, causes of action, losses, liabilities, costs, expenses, penalties, and damages including reasonable attorneys' fees and court costs, whether in contract or tort, statutory or otherwise, which one or more of the Indemnitees have incurred, to the extent arising from:
 - i. any damage to any personal property or any injury to District 210 or any person occurring in, on or about District 210 Schools or otherwise arising

due to the actual neglect, intentional or willful act, fault, or omission by District 113A, its agents, servants, or employees in providing services or otherwise to any person; and

- ii. The District 113A Board hereby assumes and accepts full responsibility for any and all liability, claims, demands or causes of action for any injury, death, or damage that may arise out of such transportation, and further agrees to indemnify, hold harmless, and defend the District 210 Board and its past and present members, officers, agents, employees, insurers, heirs, successors, and assigns from and against any and all losses, damages, suits, claims and expenses of any kind or nature, including reasonable attorneys' fees, which they may suffer or incur as a result of transportation of students under this Program.
- iii. District 113A's obligation to indemnify the Indemnitees shall survive the termination of this Agreement.

f. **Course Materials.** District 210 will provide necessary instructional materials for the course and may impose a reasonable student fee for such materials as may be in accordance with District 210 Board Policy. Such fee shall be paid to District 210 by District 113A. District 113A may obtain reimbursement of such fees from the students in accordance with its own Policy.

g. **Course Credit.** Any student who successfully completes the Course shall be issued high school credit for the applicable Course, and the grade for such Course shall appear on the student's high school transcript.

h. **Payment of Costs.** As reimbursement for the personnel costs incurred by District 210 under this Program, as calculated on an hourly basis, the District 113A Board shall pay the District 210 Board the annual personnel reimbursement costs before September 1st of each contract year. The District 113A Board shall be responsible for such reimbursement regardless of whether it may terminate the Program prior to completion of the term of this Agreement. If the District 210 Board should terminate the Program prior to the completion of the term of this Agreement, the District 210 Board shall provide pro-rata reimbursement to the District 113A Board for the personnel costs avoided by such termination.

4. **Employment and Compensation.** The Teacher is an employee of District 210 and shall receive any and all salary and benefits solely from District 210. The following terms of employment shall also apply:

a. **TRS Contribution.** Contribution to the Teachers' Retirement System will be made by District 210 in the same manner as for other certified employees of District 210.

b. **Staff Development.** The Teacher shall be required to attend District 210 institute days and other in-service activities that pertain to the Teacher's area of teaching.

The Teacher is not required to attend District 113A institute days or other in-service activities.

- c. **School Functions.** The Teacher shall attend all District 210 parent/teacher conferences, building faculty meetings, departmental, grade level or curriculum meetings, and special education meetings as deemed necessary by the District 210 special education coordinator. The Teachers shall not be required to attend such meetings of District 113A, except that reasonable accommodations will be made by District 210 to enable the Teacher to attend District 113A special education meetings when deemed necessary by the special education coordinator of District 113A.
 - d. **RIF/Recall Rights.** As the Teacher is a District 210 employee, he/she is subject to a reduction in force in District 210 only and shall retain solely in District 210 any and all recall rights afforded by law. Any reduction if force in District 113A staff shall not affect the full-time employment status of the Teacher.
- 5. **Right to Terminate.** The Parties shall not be entitled to terminate the Program prior to the end of the term of this Agreement, except upon 45 days' written notice.
 - 6. **Insurance.** District 210 liability insurance will apply to the Program activities on Lemont High School grounds to the same extent it applies to any other activities on Lemont High School grounds.
 - 7. **Contractual Capacity.** The Parties agree that each has entered into this Agreement voluntarily and knowingly, and with the full and complete authority and contractual capacity to do so.
 - 8. **Effect of Agreement.** This Agreement shall insure to benefit of and bind the District 210 Board and the District 113A Board, as well as each of their members, agents, representatives, officers, employees, directors, assigns and successors.
 - 9. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist among the Parties.
 - 10. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.
 - 11. **Severability Clause.** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this

Agreement to the extent that it violates the law, but the remaining provisions shall remain in full force and effect.

12. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties have approved and executed this Agreement in duplicate on the date indicated above.

**BOARD OF EDUCATION, LEMONT
HIGH SCHOOL DISTRICT 210**

By: _____
President

Date: _____

**BOARD OF EDUCATION, LEMONT-BROMBERG
COMBINED SCHOOL DISTRICT 113A**

By: _____
President

Date: 5/02/2024